



BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

Office of the General Manager, Telecom. District, BSNL Bhavan, Chuttugunta, Vijayawada-520 004.

TENDER DOCUMENT No.

VTD/Genl/Canteen/Tender/2019-2020

**LIMITED TENDER FOR RUNNING CANTEEN ON CONTRACT BASIS
IN BSNL BHAVAN PREMISES, OFFICE OF THE GENERAL MANAGER, TELECOM. DISTRICT,
CHUTTUGUNTA, ELURU ROAD, VIJAYAWADA-4
FOR THE YEAR 2019-20**

Cost of the Tender Form : Rs.590/-

Cash receipt/DD No. :

Date :

Issued to :

**Assistant General Manager (Admn.)
O/o General Manager, Telecom District,
Vijayawada-520 004**

Last Date for Submission of the Tender is : 28 - 03 -2020 (up to 17.00 Hrs)

BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)

Office of the General Manager Telecom. District, BSNL Bhavan, Chuttugunta, Vijayawada-520 004.

Lr.No.VTD/Genl/Canteen/Tender/2019-2020/2, dated at Vijayawada, the 14- 03-2020.

NOTICE INVITING TENDER

Tenders properly sealed are invited by the General Manager, Telecom. District, Vijayawada on behalf of Bharat Sanchar Nigam Limited for Running the Canteen on contract basis at BSNL Bhavan Premises, Office of the General Manager, Telecom. District, BSNL, Chuttugunta, Eluru Road, Vijayawada for a period of one year and extendable for one more year or part thereof which will be decided by the Competent Authority.

The Tender documents along with terms and conditions can be obtained on any working day from 11-00hrs to 13-00hrs and 15-00hrs to 17-00hrs from SDE(General), O/o GMTD-BSNL Bhavan, Chuttugunta, Vijayawada-4 on production of the Cash Receipt for Rs.590/-(Rupees Five hundred and ninety only) (non-refundable) towards the cost of the Tender documents along with written request.

1. Earnest Money Deposit to be paid : Rs. 4,375/-
2. Security Deposit to be paid : Rs.17,500/- (Also See Section-I Clause7 Page4)
3. Last date for issue of Tender Schedules : Upto 17.00hrs of 27-03-2020
4. Last date for receipt of Tender Schedules : Upto 17.00hrs of 28-03-2020
5. Date & Time of opening of the Tender : 15-00hrs of 30-03-2020
6. Tenders to be addressed to :

Asst. General Manager (Admn),
O/o General Manager, Telecom. District,
Room No. 209, 2nd Floor, BSNL Bhavan,
Chuttugunta, Vijayawada -520 004.

Tenders without EMD will not be entertained. Tenders received after due date due to postal delay will summarily be rejected. No further correspondence in this regard will be entertained. Tender Schedule can be down loaded from website www.ap.bsnl.co.in. Bidders in their own interest are requested to keep on visiting our Web Site for subsequent Corrigendum, Additions and Clarifications. Bidders participating in the Tender by down loading bid document have to submit the DD/Cash Receipt for the cost of bid document i.e. Rs.590/- while submitting bid document, along with a certificate as shown at Annexure-D. The General Manager, Telecom. District, BSNL, Vijayawada reserves the right to cancel/ reject the Tenders without any notice.

The Tender should be addressed to Asst.General Manager (Admn), O/o General Manager, Telecom. District, BSNL, Vijayawada in a sealed cover superscribed as “**TENDER FOR RUNNING CANTEEN ON CONTRACT BASIS**”.

Office of the General Manager, Telecom. District, BSNL, Vijayawada proposes to enter into a contract for “**RUNNING THE CANTEEN**” in its Office building at General Manager, Telecom. District, BSNL, Eluru Road, Chuttugunta, BSNL Bhavan Complex. Vijayawada-520 004.

Signature of the Tenderer

This Section - I deals with the General Conditions of the contract
Section - II deals with the Terms and Conditions of contract
Section – III deals with the Commercial Conditions of contract.

Section -I

The General Conditions of this Bid are as under.

1. Eligible Tenderer:

This invitation for Bid is open to all the Indian Nationals (who have some minimum experience in the field of undertaking the job of providing catering services).

2. Submission of Tenders:

The Bid must be submitted as per the instructions to Bidders available at Annexure-I. The Bid must be submitted in sealed cover superscribed as under:

“TENDER FOR RUNNING CANTEEN ON CONTRACT BASIS”

To

Asst. General Manager(Admn)
O/o General Manager, Telecom. District,
BSNL, Vijayawada-520 004.

The Tender document should be signed on each page by the Bidder.

The sealed cover addressed by name to, Asst.General Manager (Admn), O/o General Manager, Telecom. District, BSNL, Vijayawada shall either be sent by registered post or deposited in the Tender Box available in the chamber of Assistant General Manager (Admn), O/o General Manager, Telecom. District, BSNL, Room No.209, Vijayawada-520 004.

3.Compliance:

Compliance report on all the terms and conditions of the contract must be submitted as per Annexure-II.

In case compliance report is not enclosed with the offer, the offer shall not be considered.

4. The General Manager, Telecom. District, BSNL, Vijayawada reserves the right to accept or reject any Bid without assigning any reason.

5. Tender Evaluation:

The evaluation of the Tender will be done basing on the lowest amount offered subject to the fulfillment of all other Tender conditions. The lowest amount will be calculated by the rates quoted for each item multiplied by the quantum of consumable items per day as given in Section VII taking the sum of all such items put together. The General Manager, Telecom. District, BSNL, Vijayawada reserves the right to delete items whose rates are not matching with local prevailing rates, while awarding Tender.

Signature of the Tenderer

6. Earnest Money Deposit:

A Sum of Rs.4,375/-(Rupees Four thousand three hundred and seventy five only) in the form of Demand Draft on any Scheduled Bank drawn in favour of Accounts Officer(Cash), O/o General Manager, Telecom. District, BSNL, Vijayawada., payable at Vijayawada should be enclosed along with the Tender. The amount may also be paid by cash at Cash Counter O/o General Manager, Telecom. District, BSNL Bhavan, Vijayawada. The Earnest Money Deposit will be forfeited in case of Tenderer who does not abide by his offer. The Tenders received without Earnest Money Deposit shall be rejected. In case of unsuccessful Tenderers, the Earnest Money Deposit without any interest will be refunded within a month of the finalization of the Tenders on submission of advance stamped receipt.

7. Security Deposit:

The approved Tenderer shall be required to submit a Security Deposit in the form of DD or Bank Guarantee from any Scheduled Bank for Rs.17,500/- (Rupees Seventeen Thousand and Five Hundred only) valid for a period of Eighteen Months or pay cash at Cash Counter O/o General Manager, Telecom. District, BSNL, Vijayawada towards successful implementation of various terms and conditions of the contract. However, the Security Deposit may likely to be increased basing on the actual rates as decided by the Canteen Management Committee.

ANNEXURE- I

INSTRUCTIONS TO BIDDERS:

1. The Tenderers must get acquainted with proposed work and study the Canteen area, specifications, conditions of contract and other conditions carefully before tendering. No request of any change in rates or conditions for want of information on any particular point shall be entertained after receipt of the Tenders.

1.1. The Tenderer is advised to inspect the Site to ascertain the nature of the Site, access thereto, location, facilities available etc. The Tenderer shall be deemed to have full knowledge of the Site whether or not he actually inspects them.

2.0. ALL PAGES TO BE INITIALLED:

All pages of the Tender documents shall be initiated at the bottom right hand corner or signed wherever required in the Tender papers by the Tenderer or by a person holding Power of Attorney authorizing him to sign on behalf of the Tenderer before submission of Tender. All signatures in Tender document should be dated as well.

3.0. RATES TO BE IN FIGURES AND WORDS:

3.1 The Tenderer shall quote in English both in figures as well as in words the rates and amounts tendered by him in the schedule of rates (at Section-V) for each Item in such a way that interpolation is not possible. **The rates should be quoted in whole rupees only, but not quoted in Paisa for any Item and rates should be mentioned for each and every item without fail. If not mentioned for any of the item the bid will be disqualified.**

If there is any variation in the rates quoted in figures and in words, the rate quoted in words will be taken as final. The Rates of Items which are not shown in the Tender Schedule are to be fixed in consultation with Canteen Management Committee only.

3.2. The **rate list Menu should be displayed in Menu Board**. No enhancement of the rates/change of rate in any Item should be done during the Tender period. No special Items are permissible. The New Items should be introduced with prior approval of Canteen Management Committee. Sale of Cool Drinks/Market Items should be done only with the prior approval of the Management Committee.

3.3 The Tender shall contain the name, residential address and place of business of person and shall be signed by the Tenderer with his usual signature. Partnership firms shall furnish the full names of all Partners in the Tender. It should be signed in the partnership name by all the Partners or by duly authorized representative followed by the name and designation of the person signing.

Signature of the Tenderer

4.0. The following details/Documents are required to be submitted along with the Tender:

- 1) Experience Certificate from Public/Private Limited Company for one year.
- 2) Photo copy of PAN Card.
- 3) GST Registration Certificate copy, if applicable. If not applicable, a declaration may be submitted.
- 4) ESI and PF Registration documents, if applicable.
- 5) Power of Attorney in the name of person who has signed the Tender Document.
- 6) Certificate of near relatives not working in BSNL.
- 7) Deed in case of partnership firm or self Certificate in case of Sole Proprietary.
- 8) DD/Cash Receipt for Rs.5,000/- paid as EMD amount.

Note: The General Manager, Telecom District, BSNL, Vijayawada reserves the right to accept/reject the above or any of the conditions and relax submission of any of the above documents.

5.0 EARNEST MONEY DEPOSIT (EMD):

The Tenderer must pay the amount of Earnest Money Deposit as mentioned in the Notice Inviting Tender by a Demand Draft payable to Accounts Officer (Cash), O/o General Manager, Telecom. District, BSNL, Vijayawada or by cash at Cash Counter O/o General Manager, Telecom. District, BSNL, Vijayawada. The EMD shall not earn any interest. The Tenderer should attach the Bank Draft along with the Tender, failing which the Tender will not be considered. No claim for exemption of payment of EMD in any form will be considered.

5.1. The EMD of successful Tenderer(s) will be retained towards the Security Deposit for the fulfillment of the Contract or will be returned on payment of Security Deposit as prescribed.

5.2. The EMD for unsuccessful Tenderers will be returned only after finalization of Tender and on their written request with advance stamped receipt for refund.

6.0 RIGHT TO ACCEPT OR REJECT TENDER:

The acceptance of Tender will rest with the General Manager, Telecom. District, BSNL, Vijayawada, and he is not bound to accept the lowest Tender and reserves the right to reject any or all the Tenders received without assigning any reasons.

The General Manager, Telecom. District, BSNL, Vijayawada also reserves the right to accept the whole or any part of the Tender and the Tenderers shall be bound to perform the same at the rates quoted.

7.0 SIGNING OF THE CONTRACT:

The successful Tenderer shall be required to execute an Agreement on Stamp Paper of appropriate value within 10 days from the date of receipt of the notice of acceptance of Tender or letter of intent. All costs involved therein shall be borne by the Tenderer. In the event of failure on the part of the successful Tenderer to sign the Agreement within the above stipulated period, the EMD will be forfeited and acceptance of the Tender shall be considered as cancelled. A draft copy of the Agreement to be executed by the successful Tenderer is enclosed as "Annexure - A".

Signature of the Tenderer

CONDITIONS OF THE CONTRACT:**TENDERER'S SUPERINTENDENCE & REPRESENTATIVE ON THE WORKS:**

1.0 The Tenderer shall give all necessary personal superintendence during the execution of the contract and all along there after as General Manager, Telecom. District, BSNL, Vijayawada may consider necessary until the expiry of the contract. The Tenderer shall also during the whole time the works are in progress employ a competent representative who shall be constantly in attendance at the Site while his employees are at work for any directions.

1.1 Instructions or notices given by General Manager, Telecom. District, BSNL Vijayawada to such representative shall deemed to be given to the Tenderer.

2 0. WORKMEN:

2.1 The Tenderer shall on the instructions of General Manager, Telecom. District, BSNL, Vijayawada immediately remove from the works any person employed thereon by him who may in the opinion of General Manager, Telecom. District, BSNL, Vijayawada be incompetent or misconduct himself and such person shall not be again employed on the works without the permission of General Manager, Telecom. District, BSNL, Vijayawada. The Tenderer shall not engage the workmen below the age of 18 years.

3.0 ACCESS TO WORKS:

3. 1. The Representative Committee of the General Manager, Telecom. District, BSNL, Vijayawada shall at all times have free access to the works or places where materials are lying or from which they are being obtained and the Tenderer shall give every facility to its Representative Committee necessary for inspections and examination and test of the materials and cooked items.

3.2. Any authorized representative of General Manager, Telecom. District, BSNL, Vijayawada shall have power to give notice to the Tenderer or to his representative on non-approval of any work or materials and such work or material shall be suspended or the use of such materials shall be discontinued until the decision of General Manager, Telecom. District, BSNL, Vijayawada is obtained. The work will from time to time be examined by its Representative Committee, but such examination shall not in any way exonerate the Tenderer from the obligation to remedy any defects / quality deficiency that may be found to exist at any stage in the quality of work / materials.

4.0 ASSIGNMENTS AND SUBLETTING:

1. Whole of the work included in the contract shall be executed by the Tenderer and the Tenderer shall not directly or indirectly transfer, assign or sublet the contract.

5.0. NOMINTATED SUB-CONTRACTORS:

5.1. No nominated sub-contractor shall be employed in connection with this contract.

5.2. No sub Counters of eatables or any other items as subsidiary Counter should be permissible

6.0. GENERAL FACILITIES:

6.1 General Manager, Telecom. District, BSNL Vijayawada will provide the necessary infrastructure such as accommodation and water available in the Canteen. **In view of this, the Tenderer has to pay Rs.1,165/- (Rupees One thousand one hundred & sixty five only) per month, which is not refundable. For Electricity, the charges should be borne by the Tenderer for which a separate Sub-Meter is provided. A flat rate of Rs.100/- (Rs. One Hundred only) towards water charges per month should be borne by the Tenderer.** The Tenderer should pay the above amount within the stipulated time after receipt of demand from this Office. If the Tenderer failed to pay the same, the penalty @ of Rs.100/- per day will be imposed for the delayed payment of above charges.

Signature of the Tenderer

6.2 The Tenderer shall provide necessary safety measures as required so as to avoid accidents shall also indemnify General Manager, Telecom. District, BSNL, Vijayawada against all claims for compensation arising in this respect.

7.0 SECURITY DEPOSIT:

7.1 The approved Contractor has to submit Security Deposit for Rs.17,500/- (Rupees Seventeen thousand and Five Hundred only) in the form of DD or Bank Guarantee from any Scheduled Bank duly pledged to General Manager, Telecom. District, BSNL Vijayawada for a period of Two years from the date of execution of the contract or may pay by cash at Cash Counter, O/o General Manager, Telecom. District, BSNL, Vijayawada. However, the Security Deposit may likely to be increased basing on the actual rates as decided by a Committee.

7.2 The Security Deposit shall be released at the end of the contract period. The Security Deposit so held by General Manager, Telecom. District, BSNL, Vijayawada will not earn any interest.

8.0 SAFETY REGULATIONS:

In respect of all labour, directly employed in the work for the performance of the Tenderer's part of this agreement, the Tenderer shall at his own expense arrange for all the safety provisions as per safety codes of CPWD, Indian Standards Institution, the Electricity Act, the Mines Act and such other Acts as applicable.

8.1 The Tenderer shall observe and abide by all fire and safety regulations, which are in force from time to time.

9.0 STATUTORY REGULATIONS:

9.1 AUTHORITIES NOTICES AND PATENTS:

The Contractor shall confirm to the provisions of any act of the Legislature relating to the contract and to the regulations and byelaws of any authority namely PF/ESI/APSEB statutory requirements etc. The Contractor shall indemnify the General Manager, Telecom. District, BSNL, Vijayawada authority against all claims in respect of non-compliance with laws and shall defend all actions arising from such claims and shall himself pay all royalties, license fees, damage costs and charges of every sort that may be legally incurred in respect thereof.

Proof of the statutory payment made should be submitted for each month.

9.2 INSURANCE IN RESPECT OF DAMAGE TO PERSONS AND PROPERTY:

The Contractor shall be responsible for all injuries to persons or things and for all structural and damage to property of the .General Manager, Telecom. District, BSNL, Vijayawada and the equipments supplied by the Office of the General Manager, Telecom. District, BSNL, Vijayawada which may arise from the operation or neglect of himself or of any of the contractor's employees whether such injury or damage arise from carelessness accident or any other case whatsoever in any way connected with carrying out this contract. This clause shall be held to include, INTER ALIA any damage to buildings, whether immediately adjacent or otherwise.

The Contractor shall reinstate all damages of every sort mentioned in this clause, complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.

The Contractor shall indemnify the General Manager, Telecom. District, BSNL, Vijayawada against all claims which may be against the General Manager, Telecom. District, BSNL, Vijayawada by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense arrange a policy of insurance in the joint names of the General Manager, Telecom. District, BSNL, Vijayawada and the Contractor against such risks and deposit such policy or policies with the General Manager, Telecom. District, BSNL, Vijayawada from time to time

Signature of the Tenderer

during the currency of the contract and indemnify the General Manager, Telecom. District, BSNL, Vijayawada against all the claims which may be made upon the General Manager, Telecom. District, BSNL, Vijayawada. The General Manager, Telecom. District, BSNL, Vijayawada shall be at liberty and is empowered to deduct the amount of any damage, compensation, cost, charges and expenses arising or accruing from or in respect of any such claims or damage from any sum or sums due to the Contractor.

10.0 COMPLIANCE WITH STATUTES:

All labour laws as applicable in the State of Andhra Pradesh, the Contractor shall scrupulously follow in the contract. This will also include the minimum wages for various categories of labour to be employed by the Contractor. The Contractor shall also comply with provisions of PF & Misc. Act. ESI Act and with provisions of all relevant statutes and shall indemnify and keep indemnified the General Manager, Telecom District, BSNL, Vijayawada against any claim arising from failure of the Contractor to comply with such of these laws.

11.0 WAGES:

Wages as applicable for the Contractor shall follow such works as per norms stipulated by the State Government. No violation of such statutory law and rules shall be permissible.

11.1 The Agency will be responsible for the compliance of all statutory provisions of various enactments that are applicable to them. The Agency will submit to O/o General Manager, Telecom District, BSNL, Vijayawada copies of Bank Challans and Annual statements of Provident Fund in Form GA for the remittance made and list of the labour deployed in the Canteen of BSNL Bhavan, Chuttugunta, Vijayawada. The Agency will arrange to take a group insurance policy for their labour against accidents and death in course of their work. The policy should be produced to General Manager, Telecom District, BSNL, Vijayawada within 10 days of signing the contract.

11.2. General Manager, Telecom District, BSNL, Vijayawada shall in no case be liable or responsible for payment of compensation under any Act in respect of the Agency's workers. The Agency shall comply with all statutory obligations both under the Central and State Acts from time to time. The Agency will be solely responsible for the death / accidents / injuries to its labour in the course of their duties and will adhere to all regulations in respect thereof, such as reporting to proper authorities about the accidents and treatment of the injured, etc. The General Manager, Telecom District, BSNL, Vijayawada shall in no case be liable or responsible for payment of any damage or compensation to such persons or to third parties. Every worker employed by the Agency shall be deemed to be the Agency's workers and no such worker shall have any claim or right whatsoever against General Manager, Telecom District, BSNL, Vijayawada.

11.3. The Agency will most particularly be held responsible to pay minimum wages every month to their workers deployed in the Canteen at BSNL Bhavan, Chuttugunta, Vijayawada throughout the tenure of this agreement. The wages should be disbursed at O/o General Manager, Telecom District, BSNL, Vijayawada premises on the same pre-determined date i.e. from 5th to 10th of every month. General Manager, Telecom District, BSNL, Vijayawada reserves the right to depute its representative while disbursement of wages by the Agency. The minimum wages to be paid to the workers by the Agency will be in accordance with the orders of the Government issued from time to time.

12.0 SUFFICIENCY OF THE SCHEDULE OF QUANTITIES:

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his Tender for the works and of the prices stated in the Schedule of Quantities and or the schedule of rates and prices which rates and prices shall cover all his obligations under the contract and all matters and things necessary for the proper completion of the works.

13.0 VARIATION NOT TO VITIATE CONTRACT:

No alteration, omission or variation shall vitiate this contract but in case the General Manager, Telecom. District, BSNL, Vijayawada thinks proper at any time during the progress of the works or of the award of work to make any alterations in or additions to or omissions from the works or any alteration in the quantity or quality of the materials to

Signature of the Tenderer

be used herein and shall give notice thereof in writing under his hand to the Contractor and the Contractor shall add to or omit from the Schedule of work in accordance with such notice but the contractor by himself shall not do any work extra or to make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the contract.

14.0 SCOPE OF WORK:

14.1 Anticipated requirement of Tiffins are to about 400 members of employees in O/o General Manager, Telecom District, BSNL, Vijayawada.

14.2 The general requirement of the Items to be supplied mainly is as follows:

Morning Items :-

Sl.No	Item	Accompaniment
1	Vada	Chutney
2	Idly	Chutney/ Sambar
3	Upma	Chutney
4	Sada Dosa	Chutney
5	Onion Dosa	Chutney
6	Puri	Curry
7	Tea/Milk/Coffee	

Evening Items :-

Sl.No	Item	Accompaniment
1	Samosa	Sauce
2	Mirchi Bajji	Chutney
3	Pakoda	
4	Mysore Pak/Sweet	

Tea/Coffee/Milk/Lime Juice/Butter Milk/Snacks should be made available from 09:30 Hrs to 17:30 Hrs.

14.3 Lime Juice and Butter Milk to be made available mainly during Summer Season - say from middle of March to end of June.

15.0 MODE OF PAYMENT:

The Contractor will collect the amount through token system. BSNL is not responsible for realization of money. No salary deductions / attachments are allowed.

16.0 Tiffin:

Quality of Tiffin:

Quality of Tiffin needs to be approved by the Canteen Management Committee. The General Manager, Telecom District, BSNL, Vijayawada constitutes the Canteen Management Committee.

Signature of the Tenderer

17.0. PUBLIC HEALTH, HOUSE KEEPING & SANITATION OF CANTEEN BUILDING:

Quality of ingredients needs to be approved by Canteen Management Committee.

If the quality of Tiffin, hygiene and upkeep is not up to the satisfaction of Canteen Management Committee, a penalty of Rs.100/- per day is liable to be imposed.

18.0 Canteen Upkeep:

The housekeeping of the total Canteen building and pantries is the responsibility of the Tenderer. The kitchen, pantry areas should be maintained well and in a highly hygienic order. Canteen Management Representatives will make spot inspection periodically to check the cleanliness and maintenance of the Canteen.

18.1 Service and Cleaning:

The Agency will hire appropriate number of people to serve as bearers for tea / coffee etc, also through barawala service at least twice in a day in the buildings in the O/o General Manager, Telecom District, BSNL, Vijayawada. Canteen staff to clean the Canteen, used crockery & cutlery, Tea / coffee cups. Also, staff required for cooking and other related services needs to be taken care of by the Tenderer. Staff employed should be in proper clean and hygienic.

18.2 Kitchen Equipment Control:

The Tenderer will be given the total responsibility of security and running of Canteen building along with all the kitchen equipment and gas cylinders etc.,.

In nutshell, service, upkeep, maintenance, sanitation and cleanliness of the Canteen building and gas bank is the total responsibility of the Tenderer. Any breakages, loss or theft of equipment handed over to the Contractor will be charged to the Contractor, without any notice and to the extent of property in loss.

19.0 FACILITIES

19.1. Water

General Manager, Telecom District, BSNL, Vijayawada will make arrangements to provide water to the Canteen from the Office.

19.2 Cooking Gas:

The Contactor should pay and arrange for the gas by himself.

19.3 Canteen upkeep:

Kitchen, Counter, Washing place, Eating-place are to be cleaned thoroughly with chemicals daily before 09.00 AM. Anti-bacterial treatment in the kitchen is to be provided and given by using special chemicals by the Tenderer. Flies, Cockroaches, Ants and other insects should be prevented. Special treatment has to be given to prevent Rat menace. The Canteen should be cleaned to see that any foul smell emanating from the drop of foodstuff and stagnation of waste food in the kitchen is to be avoided.

19.4 No residential stay in the premises is allowed, after completion of business hours in Canteen. Premises should not be utilized for staying (Residential) purpose by any body.

19.5 Prior permission of the Competent Authority is to be obtained in any single day occasion for night stay in case of such occasions arisen.

19.6 No expiry date material should be procured/preserved in Stock, particularly Dairy Items and leftout items of previous day chutneys/ Raw Materials etc.,.

Signature of the Tenderer

20.0 FORCE Majeure:

If at any time during the continuance of this contract, the performance in whole or in part by either part of any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fire, floods, explosions, epidemics, quarantine restriction, strikes, lockouts or act of God, provided notice of happening of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance and the services under the Contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the General Manager, Telecom District, BSNL, Vijayawada authority as to whether the discharge of service has been so resumed or not shall be final and conclusive, provided further that if the performance in Whole or Part of any obligation this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

21.0 ARBITRATION:

In the event of any question, dispute or difference arising under this Tender or in connection therewith except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to the sole arbitration of the Chief General Manager, Telecom, AP Circle, BSNL, Vijayawada or any official appointed by him. The decision of the arbitration shall be binding on both the parties. There will be no objection to any such appointment that the arbitrator is an officer of a Government Enterprise or that he has to deal with the matter to which the agreement relates or that in the course of his duties as an officer of Government Enterprise he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessor.

The Arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

The venue of the arbitration proceedings shall be the office of the General Manager, Telecom District, BSNL, Vijayawada or such other places as the arbitrator may decide.

22.0 SUM OF SALIENT ASPECTS:

- 1) Validity of offer : 180 days from the date of submission
- 2) Period of Contract : 12 months
- 3) Date of commencement : Within 7 days from the date of letter of Intent
- 4) Earnest Money deposit : Rs.4,375/-
- 5) Security Deposit : Rs.17,500/-
- 6) Cost of Tender document : Rs.590/-
- 7) Security Deposit : The Security Deposit shall be released upon virtual completion of the Contract period.
- 8) No interest will be payable on EMD/SD
- 9) General:
 - a) All cleaning equipment and chemicals, soaps etc, to be provided for by the Contractor.
 - b) Uniforms to be provided for working staff by the Contractor.
 - c) General Manager, Telecom District, BSNL, Vijayawada has the right to add /delete area stated herein.
 - d) All Appendices should be properly read and filled.
 - e) Contractor is advised to visit the site and then quote the rates.

Signature of the Tenderer

COMPLIANCE

To
The General Manager,
Telecom District,
BSNL, Chuttugunta,
Vijayawada-4.

Dear Sir,

Sub: Tender for Running Canteen on contract basis in the O/o General Manager,
Telecom. District, BSNL, Vijayawada - Details of EMD - Reg.

I have gone through the complete Terms and Conditions of the running of Canteen contract in the O/o General Manager, Telecom District, BSNL, Vijayawada and I accept the same. I am enclosing herewith Bank Draft No. _____ drawn on _____ Bank or Cash Receipt for Rs. _____ along with Tender as Earnest Money Deposit.

Name : _____
Place : _____
Address: _____
Date : _____
Phone No.: _____

Signature of the Tenderer with date

COMMERCIAL CONDITIONS OF CONTRACT

1.0 GENERAL:

1.1 Commercial conditions of the contract shall be read in conjunction with the General Conditions and Conditions of Contract at Section-I and Section-II of contract.

2.0 SITE PARTICULARS:

2.1 The intending Tenderer shall be deemed to have visited the site and familiarized himself / herself thoroughly with the site conditions before submitting the Tender. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the work in strict conformity with specifications.

3.0 SITE ORGANISATION / EQUIPMENT OF THE TENDERER:

3.1 Equipment to be brought by the Tenderer:

The Tenderer shall without prejudice to his / her overall responsibilities to execute and complete the work as per specifications and time schedule, pro deploy adequate equipment and tools and tackles and the same as decided by General Manager, Telecom. District, BSNL, Vijayawada depending on the exigencies of the work. The Tenderer shall submit a list of equipments (Other than those supplied by General Manager, Telecom District, BSNL, Vijayawada), he/she proposes to deploy for the subject work, in an Annexure.

4.0 INCOME TAX:

Income Tax at the prevailing rates shall be paid by the Tenderer as per Income Tax Act 1961.

5.0 SALES TAX CLEARANCE CERTIFICATE:

Attested copies of the latest Sales Tax/VAT Registration Certificate in the Proforma prescribed by the Government should accompany the Tender. The Certificate should be in the name of the firm / individual quoting for the Tender. In the absence of the above certificate, Tenderer may not be awarded work.

6.0 STIPULATIONS AND DEVIATIONS TO TENDER CLAUSES:

The Tenderer is advised to submit quotations strictly based on the terms and conditions and specifications contained in the Tender documents and not to stipulate any deviations, however if it becomes unavoidable, deviations should be stipulated with reference to the clause number, para and page number of the Tender document.

7.0. SCOPE OF WORK:

7.1. The Scope of work covered under this Tender envisages **“Running the Canteen”** at O/o General Manager, Telecom District, BSNL, Vijayawada.

7.2. The Tenderer shall take out an all- purpose insurance at his/her own cost to cover all risks and damages, claims etc., against fire, riots, war and insurance to cover public workmen, employees and supervisory staff etc. in respect of all works being executed by him/her under this contract.

Signature of the Tenderer

7.3. The work shall be carried out under the instruction of General Manager, Telecom District, BSNL, Vijayawada. On acceptance of the Tender, the Tenderer shall intimate the name and experience of his accredited representative who would be responsible for taking instructions from General Manager, Telecom District, BSNL, Vijayawada and for carrying out the work for approval.

8.0 PRICE VARIATIONS (ESCALATIONS):

8.1 Tenderers are required to quote their prices without the provision for any price escalation during the period of the contract. No escalation / further increase in the prices is allowed. The rates should be quoted in whole rupees only, but not quoted in paisa for any Item.

SECTION –IV

PERFORMANCE OF WORK

1.0 CARRYING OUT OF WORKS:

1.1 The Tenderer shall carry out the works and shall be responsible for the quality of Tiffin and upkeep of Canteen. If at anytime any error in this respect shall appear during the progress of the works, the Tenderer shall at his / her own expense rectify such error to the satisfaction of General Manager, Telecom District, BSNL, Vijayawada.

2.0 RESTRICTION OF WORKING HOURS:

2.1 Subject to any provision to the contrary contained in the contract, none of the works shall, save as hereinafter provided, be carried on during the night or on Office holidays. The working hours of the Canteen will be from 09:30 hrs to 17:30 hrs daily on all working days. There will not be Canteen on every Second Saturday and Sunday and on Office Holidays, unless the working days undergo a change at point of time in the future and in that case, the working days of the Canteen may undergo change accordingly.

3.0 TERMINATION OF THE CONTRACT:

3.1. The contract so entered may be terminated by General Manager, Telecom District, BSNL, Vijayawada by giving one month clear notice in writing without assigning any reasons whatsoever.

Yours faithfully,

**Asst. General Manager (Admn),
O/o General Manager Telecom Dist.,
BSNL, Vijayawada-4**

Signature of the Tenderer

Quotation of rates for Catering Services**Morning Items:-**

Sl. No.	Item	Accompaniment	Weight in Grams	Quantity	Rate quoted in Rs.	
					In Figures	In Words
1	Vada	Chutney	30	1		
2	Idly	Chutney/ Sambar	50	1		
3	Upma	Chutney	150	1		
4	Sada Dosa	Chutney	75	1		
5	Onion Dosa	Chutney	150	1		
6	Puri	Curry	75	1		
7	Tea		75ml	1		
8	Coffee		75ml	1		
9	Milk		75ml	1		

Evening Items :-

Sl. No.	Item	Accompaniment	Weight in Grams	Quantity	Rate quoted in Rs.	
					In Figures	In words
1	Samosa	Chutney	30	1		
2	Mirchi Bajji	Chutney	30	1		
3	Pakoda		80	1		
4	Mysore Pak/ Sweet		50	1		

Note: 1) The rates should be quoted in whole Rupees only, but not quoted in Paisa for any Item and rates should be mentioned for each and every item without fail. If not mentioned for any of the item the bid will be disqualified.

2) The rates of other Items which are not shown in the Tender Schedule are to be fixed in consultation with Canteen Management Committee only.

Signature of the Tenderer with date

AGREEMENT

This agreement is entered on this day, theof 2019 between the General Manager, Telecom District, BSNL, Vijayawada represented by its Officer Administration hereinafter referred to as one party

AND

M/s _____ represented by hereinafter called the Agency which means expression shall unless repugnant to the meaning of the context thereof is deemed to mean and include his successors and permitted assigns, of the other party.

Whereas the General Manager, Telecom District, BSNL, Vijayawada has decided to give on contract for Running the Canteen at O/o General Manager, Telecom. District, BSNL, Vijayawada.

AGREEMENT WITNESSES AS FOLLOWS:

1. The contract is valid for a period of one year and extendable for a period of one year or part thereof that will be decided by the Competent Authority with effect from _____ To _____ and stands automatically terminated on. General Manager, Telecom District, BSNL, Vijayawada may terminate the contract by giving one month's clear notice in writing without assigning any reasons.

2. The Agency will provide catering services, which would be mean and include cooking, preparing and serving snacks, tea & coke at the pre-determined price, time and place for given. All food preparations will be made by the Agency hygienically at the kitchen provided for the purpose in the O/o the General Manager, Telecom District, BSNL, Vijayawada Building.

3. The Agency will provide upkeep services for the Canteen at the premises, which would mean and include upkeep of dining halls, hand-wash rooms, and utensil wash rooms.

The total premises will be under the control of the Agency subject to the overall control and authority of General Manager, Telecom District, BSNL, Vijayawada should be kept clean and tidy. The cleaning of materials like detergents, soaps, hand towels, scrubbers, brooms, etc. have to be provided for by the Agency from time to time.

4. The Agency will provide, as much variation as possible in the Items to be served and the Menu will be drawn up once a week, preferably on every Thursday, in consultation with the representative of Canteen Management Committee for the ensuing week. Items, which have been approved by the representative of Committee only, will be served. The O/o General Manager, Telecom District, BSNL, Vijayawada also has a Canteen Managing Committee consisting of staff which will meet now and then and the Agency will depute its representative to be present at the meeting to discuss matters concerning quality and variations to be implemented in the Menu.

5. The food and beverages will be prepared under the most hygienic conditions and best quality of rice, wheat, dais, vegetables, milk, tea, coffee, refined sunflower cooking oil of reputed brand and oilier ingredients will be used by the Agency.

6. The Agency will not serve spoilt or sub-standard Tiffin and beverages at any time. The Agency will immediately replace such items, which are rejected by the representation of committee and failure on the part of the Agency to do so will entitled General Manager, Telecom District, BSNL, Vijayawada to make alternative arrangements at the cost and risk of the Agency.

7. The contract exists between General Manager, Telecom District, BSNL, Vijayawada and the Agency, and the Agency is not authorized to sub-contract these services to any other third party.

8. The Agency will bear all expenditure towards the cost of raw material for preparation of the food and beverages including that of cooking gas. Loss due to leakage of gas because of negligence of the Agency and its workers will be borne by the Agency only. The Agency will bear all expenditure towards the cost of labour needed for preparing the food and beverages.

Signature of the Tenderer

9. The Agency will also bear all expenditure towards the cost of labour used by them for providing upkeep of the Canteen, and for service of food and beverages as mentioned in Clause 2.

10. O/o General Manager, Telecom District, BSNL, Vijayawada will take an inventory of all the items handed over to the Agency in the presence of the Agency's representative periodically and at least once in a month. The replenishment of shortages reported should take place within a week from the date of reporting.

11. General Manager, Telecom. District, BSNL Vijayawada will provide the necessary infrastructure such as accommodation and Water available in the Canteen. **In view of this, the Tenderer has to pay Rs.1,165/-(Rupees One thousand one hundred & sixty five only) per month, which is not refundable. For Electricity, the charges should be borne by the Tenderer for which a separate Sub-Meter is provided. A flat rate of Rs.100/- (Rs. One Hundred only) towards water charges per month should be borne by the Tenderer.** The Tenderer should pay the above amount within the stipulated time after receipt of demand from this Office. If the Tenderer failed to pay the same the penalty @ of Rs.100/- per day will be imposed for the delayed payment of above charges.

12. The Agency will be responsible for the compliance of all statutory provisions of various enactments that are applicable to them. The Agency will submit to O/o General Manager, Telecom District, BSNL, Vijayawada copies of Bank Challans and Annual statements of Provident Fund in Form GA for the remittance made and list of the labour deployed in the Canteen of BSNL Bhavan, Chuttugunta, Vijayawada. The Agency will arrange to take a group insurance policy for their labour against accidents and death in course of their work. The policy should be produced to General Manager, Telecom District, BSNL, Vijayawada within 10 days of signing the contract.

13. General Manager, Telecom District, BSNL, Vijayawada shall in no case be liable or responsible for payment of compensation under any Act in respect of the Agency's workers. The Agency shall comply with all statutory obligations both under the Central and State Acts from time to time. The Agency will be solely responsible for the death / accidents / injuries to its labour in the course of their duties and will adhere to all regulations in respect thereof, such as reporting to proper authorities about the accidents and treatment of the injured, etc. The General Manager, Telecom District, BSNL, Vijayawada shall in no case be liable or responsible for payment of any damage or compensation to such persons or to third parties. Every worker employed by the Agency shall be deemed to be the Agency's workers and no such worker shall have any claim or right whatsoever against General Manager, Telecom District, BSNL, Vijayawada.

14. The Agency will most particularly be held responsible to pay minimum wages every month to their workers deployed in the Canteen at BSNL Bhavan, Chuttugunta, Vijayawada throughout the tenure of this agreement. The wages should be disbursed at O/o General Manager, Telecom District, BSNL, Vijayawada premises on the same pre-determined date i.e. from 5th to 10th of every month. General Manager, Telecom District, BSNL, Vijayawada reserves the right to depute its representative while disbursement of wages by the Agency. The minimum wages to be paid to the workers by the Agency will be in accordance with the orders of the Government issued from time to time.

15. The Agency will ensure that it presents its workers always in a neat and tidy condition with clean outfit, and the cost incurred towards uniforms etc., issued to the workers will be borne by the Agency. Every worker deployed in the Canteen by the Agency shall have an Identity Card issued by the Agency in the name of its firm.

16. The Agency has to collect money as per the rates agreed upon.

17. Bharat Sanchar Nigam Limited is not responsible for the rate fluctuations in the market and hence the enhancement of the rates will not be permitted. The rates agreed to and scheduled in Annexure for the food Items will be reviewed only once in a year.

Signature of the Tenderer

18. The approved Rate List Menu should be displayed in Menu Board. No enhancement of the rates/change of rate in any item should be done during the Tender period. No special Items are permissible. The New Items should be introduced with prior approval of Canteen Management Committee. Sale of Cool Drinks/Market items should be done only with the prior approval of the Management Committee.
19. The Agency will not misuse the O/o General Manager, Telecom District, BSNL, Vijayawada premises in any way. The Agency's workers will be permitted to work at the specified places of work only and will not be seen in any other parts of the O/o General Manager, Telecom District, BSNL, Vijayawada premises.
20. The Contract so entered may be terminated by General Manager, Telecom District, BSNL, Vijayawada by giving one month's clear notice in writing without assigning any reasons whatsoever and vice versa.
21. The Agency will dispose off all garbage waste collected from the Canteen to outside of BSNL Premises.
22. The Agency will be responsible to comply with all the provisions of Acts of State and Central Governments for providing welfare measures to its labour deployed in the Canteen at O/o General Manager, Telecom District, BSNL, Vijayawada will not bear any additional expenditure towards any welfare measures provided by the Agency.
23. In case of any dispute under this contract, the same will be referred to the arbitration of or the Officer deputed by him as per the clause-21 under conditions of the Contract in Section – II.
24. The General Manager, Telecom. District, BSNL, Vijayawada reserves the right to cancel / reject the Tenders without any notice.
25. All the Legal disputes, if any, should be within the jurisdiction of Vijayawada City only.
26. GMTD,BSNL,Vijayawada shall have right to disqualify such bidders who have a record of not meeting contractual obligations against the earlier contracts entered in to with BSNL.
27. The decision of the General Manager, Telecom District, Vijayawada shall be final and is binding on all concerned. No appeal against the decision of the General Manager, Telecom District, Vijayawada will be entertained. Any attempt to influence any officer/official connected with this Tender will result in rejection of the Tender.
28. No separate Terms and conditions will be entertained from the Tenderer at any stage and will not be accepted.
29. The contract is valid for a period of one year and extendable for a period of one year or part thereof that will be decided by the Competent Authority and stands automatically terminated on. The General Manager, Telecom District, BSNL, Vijayawada may terminate the contract by giving one month's clear notice in writing without assigning any reasons.
30. If the successful Tenderer is found to have been supplied the items of poor quality or fails to adhere the terms conditions of the Tender and Agreement, the Tenderer is liable to be black listed and will not be allowed to participate in future Tenders apart from forfeiting the Security Deposit.

Signature of the Tenderer with date

Signed and dated:

SECTION VI**INGREDIENTS FOR CATERING SERVICES****Morning Items:-**

Sl. No.	Item	Accompaniment	Weight in Grams	Quantity	Ingredients
1	Vada	Chutney	30	1	Black Gram, etc
2	Idly	Chutney/ Sambar	50	1	Black Gram, Idly Ravva, etc
3	Upma	Chutney	150	1	Bombay Ravva, Wheat Ravva, etc
4	Sada Dosa	Chutney	75	1	Black Gram, Rice Flour etc.,
5	Onion Dosa	Chutney	150	1	Black Gram, Rice flour, Onion etc.,
6	Puri	Curry	75	1	Wheat flour etc.,
7	Tea		75ml	1	Milk, Tea Powder, Sugar
8	Coffee		75ml	1	Coffee powder, Milk/ Sugar
9	Milk		75ml	1	Milk / Sugar

Evening items :-

Sl. No.	Item	Accompaniment	Weight in Grams	Quantity	Ingredients
1	Samosa	Chutney	30	1	Required items
2	Mirchi Bajji	Chutney	30	1	Mirchi/ Basin powder/ rice flour etc.,
3	Pakoda		80		Basin flour/ Rice flour, Salt etc.,
4	Mysore Pak/ Sweet		50	1	Basin Flour/ Sugar etc.,

Signature of the Tenderer with date

SECTION VII**Approximate Items Consumption per Day:**

Sl No	Name of the Item	Approx. Consumption per day
1	Vada	06 plates (2 Nos. in each plate)
2	Idly	06 plates (2 Nos. in each plate)
3	Upma	05 plates
4	Sada Dosa	05 plates
5	Onion Dosa	04 plates
6	Puri	05 plates (2 Nos. in each plate)
7	Tea	50
8	Coffee	15
9	Milk	05
10	Samosa	05 nos.
11	Mirchi Bajji	05 nos.
12	Pakoda	03 plates
13	Mysore Pak/Sweet	04 nos.

The Tender evaluation will be done basing on the total lowest amount arrived among the participated Tenders by calculating the rates quoted for each item multiplied by the quantum of items consumed per day approximately.

Signature of the Tenderer with date
and Address, Phone no. etc.

Certificate

I _____ S/o _____
 R/o _____ here by certify that none of my relative(s) as defined in the Tender document is/ are employed in BSNL units as per details given in tender document. In case at any stage, it is found that the information given by me is false/ incorrect, BSNL shall have the absolute right to take any action as deemed fit/ without any prior intimation to me.

Signed: _____
 (Signature of the Tenderer)

Name (Caps) :

Certificate to be given by those who have down loaded the Tender Schedule

This is to certify that the Tender Schedule down loaded is the exact replica of the original one kept on BSNL web site and no additions, alterations or deletions have been made to the original schedule.

Signature of the Tenderer

**PROFORMA OF SELF DECLARATION AS SOLE PROPRIETOR FOR
 PROPRIETORYSHIP CONCERNED FIRMS
 (On Firm Letter Head)**

I S/o , am the Sole Proprietor
 of the Firm..... at D.No.....(with full address)

Signature :

Stamp :

Date :

Details of Bidder**(to be filled in by the Bidder)****1. Name & Full address of the Bidder :****2. Status of the Bidder whether Proprietor,
Partnership, Limited Company etc., :****3. Telephone no(s). :****Mobile number :****Email ID :****Name of the Bank :****Account Holder's Name :****IFSC Code of Bank :****Bank Account Number :****Type of Account (SB or CA) :****4. GST No. and date :****5. PAN No. :****6. EPF/ESI Particulars :****7. EMD payment particulars :****8. Details of experience, if any. :****9. Any other information, please specify :****Place :****Date :****Signature and seal of the Tenderer**